



PROPOSAL NO _____

ISSUE DATE _____

**REQUEST FOR PROPOSAL (RFP)
COVER SHEET**

PROPOSAL TITLE: _____

SUBMISSION DEADLINE: _____ on _____

SUBMIT PROPOSAL TO: **City Clerk's Office**
11701 Community Center Dr
Northglenn CO 80233
or
rfp@northglenn.org

CONTACT: _____

EMAIL: _____

PHONE: _____

Bidding instructions and drawings are available at the Rocky Mountain E-Purchasing website or at:
https://www.northglenn.org/government/bids_with_the_city.php

**MANDATORY
PREBID CONFERENCE:** _____

DATE & TIME: _____ at _____

LOCATION: _____

The undersigned hereby affirms that (1) he/she is a duly authorized agent of the vendor, (2) he/she has read all terms and conditions, requirements, and instructions of this bid as stated or implied, (3) the vendor warrants that he/she is familiar with all provisions of the contract documents and technical specifications which were made available in conjunction with this solicitation and fully understands and accepts them unless specific variations have been expressly listed in his/her offer, (4) that the offer is being submitted on behalf of the vendor in accordance with any terms and conditions set forth in this document, and (5) that the vendor listed on the bid submission must match all contract and insurance documents submitted upon award.

PRINT OR TYPE YOUR INFORMATION

Company _____ Fax Number _____

Address _____ City, State Zip _____

Contact Person _____ Title _____

Email _____ Phone _____

Signature _____

Print name _____

INSTRUCTIONS TO BIDDERS

1. **PROPOSAL NO:** _____

2. **PROPOSAL TITLE:** _____

3. **PURPOSE OF SOLICITATION:**

4. **SCHEDULE OF ACTIVITIES:** The following schedule of activities delineates the timing of the solicitation and the estimated project schedule. These dates may be subject to change at the City's discretion.

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

5. **INTERPRETATION OF DOCUMENTS AND SPECIFICATIONS:** Wherever the word "contract" appears, it shall be held to include all the documents as listed. No less than all of the parts of the contract documents shall constitute the formal contract. If any person contemplating submitting a proposal for the proposed contract is in doubt as to the true meaning of any part of specifications, schedules, or information sheets or the proposed contract documents, he may submit to the project manager a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt and actual delivery. Any interpretation of such documents will be made only by an addendum duly issued, and a copy of such addendum will be mailed or delivered to each person receiving a set of such documents. The City will not be responsible for any explanation or interpretation of such documents which anyone presumes to make on behalf of the City.

6. **TERMS AND CONDITIONS:** As set forth in the contract agreements and any supplemental, the following terms and conditions will apply to this Request for Proposal, each vendor's proposal and to the negotiations, if any, of any said contract. Submission of a proposal in response to this RFP indicates the vendor's acceptance of the terms and conditions contained in this document and the contract.

7. **BIDDER EXPENSES:** The City of Northglenn will not be responsible for any expenses incurred by any vendor in preparing and submitting an offer.

8. **WITHDRAWAL:** A vendor may withdraw his proposal at any time prior to the expiration of the final date and time set for receipt of bids. Withdrawal notification must be in written form, and must be received in the Offices

of the City Clerk prior to the closing date and time.

9. **IRREVOCABILITY:** Following the time of closing, all bids will become irrevocable offers to the City and will remain as such until 90 days from date of submission. By submission of a bid, the vendor agrees to enter into a contract. In addition all quoted prices will be firm and valid up to 90 days from date of submission. The City may, in its sole discretion, release any proposal and return any bonds if applicable prior to the 90 days.
10. **LATE PROPOSALS:** Any proposal received after the Final date and time for receipt of proposal will not be accepted and will be unopened and discarded without being considered.
11. **SIGNATURES OF VENDORS:** Each vendor shall sign his proposal, using his legal signature and giving his full business address. The person signing the proposal must be an officer of the company or partnership. Bids by partnerships shall be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the President, Secretary, or other persons authorized to bind it in the matter. The names of all persons signing should also be printed below the signature. A proposal by a person who affixes to his signature the word, "President", "Secretary", "Agent" or other designation without disclosing his principal, may be held to be a proposal of the individual signing. When requested by the City, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished. Bids submitted electronically are to be typed in lieu of written signature (see the cover letter).
12. **OPEN RECORDS ACT:** Notwithstanding any language contained in a proposal to the contrary, all proposals submitted to the City become the property of the City. Any information considered proprietary should be marked by the vendor and as such and will be kept confidential to the extent provided by law.
13. **SALES TAX:** Vendors shall not include federal, state, or local excise, sales or use taxes in prices offered, as the City is exempt from payment of such taxes.
14. **MISTAKES IN BIDDING INSTRUCTIONS:** If the City makes a mistake in drafting the bidding instructions or any other contract documents, the City reserves the right to reject any or all bids, or to require that vendors submit an alternate proposal with adjustments made to correct the error(s). Such errors will be set forth in an addendum. If the vendor has already been selected and has started performing work under the contract, and the City then discovers a mistake in the contract documents for which the City is responsible, the City may opt to reform the contract. If the mistake causes the vendor to receive compensation for materials not used in the work or for labor that would not be required for the work, the contract price shall be decreased proportionally. If the mistake causes the vendor to fail to bid on work which must be performed in order to properly complete the contract, the City may increase the contract price to equal the proportionate increase in the cost of required materials and labor caused to the vendor. In the alternative, the City may solicit bids for such additional work, or the City may reassign such additional work to another vendor, as the City deems appropriate. Nothing in this provision shall apply to mistakes made by the vendor in completing the proposal form or in performing the contract.
15. **ACCEPTANCE OF PROPOSAL:** It is expressly understood and agreed that the City reserves the right to reject any or all bids, to waive formalities, and accept the proposal which appears to be in the City's best interest.
16. **APPEAL OF AWARD:** Solicitations will be awarded based on multiple criteria, price being just one of the conditions. Vendors can review the solicitation's special terms and conditions for information on evaluation criteria. Vendors may appeal the award decision by submitting, in writing, to the City of Northglenn, a request for reconsideration within 7 calendar days after the posting of the Notice of Intent to Award, provided that the appeal is sought by the vendor prior to the City finalizing a contract with the selected vendor. Vendors who were deemed non-responsive are ineligible to participate in the appeal process.

- 17. DEFENSE OF SUITS:** In case any action at law or suit in equity is brought against the City, any officer, employee, or agent thereof, for or on account of the failure, omission, or neglect of the vendor to do and perform any of the covenants, acts, matters, or things by this contract undertaken to be done or performed, or for the injury or damage caused by the negligence of the vendor or his subcontractors or his or their agents, or in connection with any claim or claims based on the lawful demands of subcontractors, workmen, material, men or suppliers or machinery and parts thereof, equipment, power tools and supplies incurred in the fulfillment of the contract, the vendor shall indemnify and save harmless the City, officers, employees, and agents of the City, of and from all losses, damages, costs (including attorney's fees), expenses, judgments, or decrees whatever arising out of such action of suit that may be brought as aforesaid.
- 18. CONTRACT NEGOTIATIONS:** If the City decides to proceed and to negotiate a contract, the City intends to provide written notification to the vendor whose proposal is deemed by the City to be in the best interests of the City and the City will attempt to negotiate a contract with the selected vendor(s) on terms and conditions stated in this RFP or in the successful vendor's bid, but shall also include terms and conditions later negotiated. If the City and the successful vendor are unable to execute a contract and the vendor has been notified that it is the successful vendor then the City may cease all discussions with the (first) successful vendor without any further obligation to that vendor and select another (second) vendor as the successful vendor. If the (second) vendor is rejected, as per the terms above, then the City, without any further obligation to that vendor, may select another (third) vendor as the successful vendor and so on, or the City reserves the right to reject all proposals and re-bid.
- 19. OPENING OF PROPOSALS:** The City reserves the right to open Proposals received in response to this RFP, privately and unannounced, after the closing date and time.
- 20. EXTENSION OF TIME:** No time extensions are being considered at this time; however, should the City extend this proposal, all vendors will be given the same considerations.

PROPOSAL FORM

City of Northglenn
11701 Community Center Drive
Northglenn, Colorado 80233-8061

PROPOSAL: Pursuant to the "advertisement for proposal" for the above named project, and being familiar with all contractual requirements therefore, the undersigned bidder hereby proposes to furnish all labor, materials, tools, supplies, equipment, transportation, services and all other things necessary for the completion of the contractual work, and perform the work in accordance with the requirements and intent of the contract documents, within the time of completion set forth herein, for, and in consideration of the following prices.

Proposal of _____ (hereinafter called **BIDDER**) organized and existing under the laws of the State of _____ doing business as _____.* To the **CITY OF NORTHGLENN** (hereinafter called **CITY**). In compliance with your advertisement for bids, **BIDDER** hereby proposes to perform WORK on

_____ - _____

in strict conformance with the **CONTRACT DOCUMENTS**, within the time set forth therein, and at the prices stated below.

By submission of this **BID**, each **BIDDER** certifies, and in case of a joint bidder each party thereto certifies as to his own organization that this **BID** has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this **BID** with any other **BIDDER** or with any competitor.

BIDDER hereby agrees to commence **WORK** under this contract on or before a date to be specified in the

NOTICE TO PROCEED and to fully complete the **PROJECT** as indicated in the General Conditions.

BIDDER acknowledges receipt of the following **ADDENDUM**:

*Insert "a corporation", "a partnership", or "an individual" as applicable.

Sub-contractors (if any): Work they will perform:

1. _____ Email: _____

2. _____ Email: _____

3. _____ Email: _____

Please provide a complete and accurate list of at least three references and contact phone numbers:

1. _____ Phone: _____

Email: _____

2. _____ Phone: _____

Email: _____

3. _____ Phone: _____

Email: _____

Respectfully
submitted,

(Seal, if Proposal is by a
Corporation)

Signature

Address

Title

Date

License Number
(If Applicable Signature)

Phone Number

Attest



City of Northglenn RFP 2023-003

July 4 Finale Fireworks and/or Drone Show

Exhibit A – Information and RFP Requirements

Summary:

The City of Northglenn is requesting written proposals for July 4 pyro-musical display or drone-musical display. The proposal should include set-up, take-down, firing/launch, insurance, all equipment needed to execute the show, and securing permit(s). The show would be at nightfall on July 4, 2023 (with 2024 and 2025 option, subject to annual appropriation). An alternate date would be expected if inclement weather prevents the show on July 4.

Background:

The City of Northglenn hosts an annual community July 4 event. The event starts earlier in the day and includes a car show, booths, music, kid's activities, duck race and more. Attendance is roughly 6,000 in the park during the day, with up to 10,000 in the park and surrounding area for the finale. The event location is E. B. Rains, Jr. Memorial Park in Northglenn, CO. The park is located east of City Hall, 11701 Community Center Drive. In previous years, proximate fireworks were fired off lake barges in the center of the park. The city would like to shift to a land-based launch area, likely the east side of the park.

The proximate fireworks or drone show is the finale of the event. The show should be a minimum of 12 minutes. The show should be vibrant and exciting with enough height for those in attendance to view from the majority of the west side of the park and across the street.

The City of Northglenn will work with the vendor to select the music used for the show. The music will be played on the sound system set up throughout the park for the event.

Fireworks/drone vendor is not expected to have a sound system but is expected to provide music that enhances the show in a format compatible with the sound set up.

Please provide a proposal addressing the minimum requirements and total cost for materials, technicians, and any additional equipment. The bid should include the fee for each year and if fees are different for the three years, please explain why. Please indicate price points for different length or complexity of show options. A video(s) of a past show similar to the one proposed is encouraged.

Minimum Requirements:

1. Be a full-service pyrotechnic or drone show company holding all the required federal, state and local permits/licenses to legally conduct a show in Northglenn, CO.
2. Communicate with the North Metro Fire Rescue District to satisfy permit requirements of the local fire authority.
3. If a drone show, secure necessary permits from applicable agencies.
4. Provide a product listing.
5. Provide transport and set-up on July 3.

6. Provide secure storage (truck is acceptable) for hazardous materials and equipment between set-up and show time.
7. Specify how many staff will support the show, what their responsibilities are and what qualifications they possess, and when they will be on-site.
8. Provide a sample set-up, day-of-show, and take-down schedule/plan including timeline and staffing. Please indicate area of the park that would need to be closed to the public and where attendees would be able to view the show. If awarded the contract, a finalized version will be expected each year to be shared with city event staff and parks supervisors.
9. Meet all insurance requirements including \$1,000,000.00 General Liability Coverage, with the City of Northglenn and North Metro Fire Rescue additionally insured.
10. Demonstrate good stewardship of past locations. If awarded the contract, will work with Parks Supervisor to ensure the park remains in good condition or that any damage is addressed. This includes communicating with parks staff when entering and leaving the park, placing vehicles or storage truck on site, and approval of equipment location to ensure park turf, vegetation, trees, amenities, waterlines and other park infrastructure is not unduly damaged.
11. Detail the length of show, show features, and submit video links to comparable shows. Submitting options for different show lengths/complexity is acceptable. Please indicate the cost of each type of show option.

These items will be provided by the City:

1. Completed display permit application.
2. Copy of city and county display permit.
3. Sound equipment, production and technicians.
4. Overnight security on July 3.
5. Event map.

Map Reference

Event attendees have historically filled the entire green area.

Likely show set up/launch area for 2023

Additional area historically filled by fireworks viewers.

